



Eric H. Gibbs (SBN # 178658)
Dylan Hughes (SBN # 209113)
Caitlyn D. Finley (SBN # 286242)
GIRARD GIBBS LLP
601 California Street, 14th Floor
San Francisco, CA 94108
Telephone: (415) 981-4800
Facsimile: (415) 981-4846
Email: ehg@girardgibbs.com

[Additional Counsel Listed on Signature Page]

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

DAPHNE RAY, PHILIP
LIGHTFOOT, CHRISTOPHER
WHITE, JACQUELINE YOUNG,
CHRISTOPHER LIGHT,
BRADFORD SOULE, JOHN
MELVILLE, and DONALD
KENDRICK, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

CHRYSLER GROUP LLC,

Defendant.

Case No. 13-cv-08080-DDP-(VBKx)

FIRST AMENDED CLASS ACTION
COMPLAINT

DEMAND FOR JURY TRIAL

The Honorable Dean D. Pregerson

1 Plaintiffs Daphne Ray, Philip Lightfoot, Christopher White, Jacqueline Young,
2 Christopher Light, Bradford Soule, John Melville, and Donald Kendrick, on behalf of
3 themselves and all others similarly situated, allege as follows:

4 **NATURE OF THE CASE**

5 1. Plaintiffs and the Class members they propose to represent purchased or
6 leased 2011-2012 model year Jeep Grand Cherokees, Dodge Durangos, and Dodge Grand
7 Caravans equipped with defective Totally Integrated Power Modules, also known as
8 TIPMs. The TIPM controls and distributes power to all of the electrical functions of the
9 vehicle, including the vehicle safety and ignition systems. Vehicles equipped with
10 defective TIPMs progress through a succession of symptoms that begin with an inability
11 to reliably start the vehicle and lead to, among other things, the vehicle not starting, the
12 fuel pump not turning off and the engine stalling while driving.

13 2. The problem is so widespread that the part is on national backorder, taking
14 weeks and sometimes months for a replacement part to become available. Chrysler
15 however, does not acknowledge the problem, leaving consumers, dealers and auto-
16 technicians to sort it out themselves. Consequently, consumers are stuck with inoperable
17 vehicles for weeks and months on end, forced to pay for unnecessary repairs and car
18 rental costs, and have to pay over \$1,000 for the TIPM replacement not knowing whether
19 the replacement part suffers from the same defect.

20 3. Plaintiffs therefore bring this action on behalf of a proposed nationwide class
21 of consumers who purchased or leased Chrysler vehicles equipped with the defective
22 TIPM, or, in the alternative, on behalf of statewide classes of consumers who purchased
23 or leased their Chrysler vehicles in California, Maryland, Florida, New Jersey,
24 Massachusetts and New Mexico.

25 **PARTIES**

26 4. Plaintiff Daphne Ray is a citizen and resident of Indio, California located in
27 the County of Riverside.
28

1 5. Plaintiff Philip Lightfoot is a citizen and resident of Danville, California,
2 located in the County of Contra Costa.

3 6. Plaintiff Christopher H. White is a citizen and resident of Odenton,
4 Maryland, located in the County of Anne Arundel.

5 7. Plaintiff Jacqueline Young is a citizen and resident of Baltimore, Maryland,
6 located in the County of Baltimore.

7 8. Plaintiff Christopher Light is a citizen and resident of Palm Harbor, Florida,
8 located in the County of Pinellas.

9 9. Plaintiff Bradford Soule is a citizen and resident of Plymouth,
10 Massachusetts, located in the County of Plymouth.

11 10. Plaintiff John Melville is a citizen and resident of Collingswood, New
12 Jersey, located in the County of Camden.

13 11. Plaintiff Donald Kendrick is a citizen and resident of Carlsbad, New
14 Mexico, located in the County of Eddy.

15 12. Defendant Chrysler Group, L.L.C., (Chrysler) is a limited liability
16 corporation organized under the laws of the State of Delaware, headquartered in Auburn
17 Hills, Michigan, and has its principal place of business in Auburn Hills, Michigan.
18 Chrysler is the U.S. subsidiary of Italian multinational automaker Fiat S.p.A.

19 **JURISDICTION AND VENUE**

20 13. This Court has jurisdiction over this action under the Class Action Fairness
21 Act, 28 U.S.C. § 1332(d). The aggregated claims of the individual Class members
22 exceed the sum or value of \$5,000,000, exclusive of interests and costs, and this is a class
23 action in which more than two-thirds of the proposed plaintiff class, on the one hand, and
24 Chrysler, on the other, are citizens of different states.

25 14. This Court has jurisdiction over Chrysler because Chrysler is registered to
26 conduct business in California and has sufficient minimum contacts in California; or
27 otherwise intentionally avails itself of the markets within California through the
28

1 promotion, sale, marketing, and distribution of its vehicles to render the exercise of
2 jurisdiction by this Court proper and necessary.

3 15. Venue is proper in this District under 28 U.S.C. § 1391(b) because
4 a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in
5 this District.

6 SUBSTANTIVE ALLEGATIONS

7 16. Chrysler markets, distributes, and warrants automobiles in the United States
8 sold under various brand names including the "Jeep", "Dodge", and "Chrysler" brands.
9 This lawsuit concerns 2011- 2012 model year Jeep Grand Cherokees, Dodge Durangos
10 and Dodge Grand Caravans (the "Class Vehicles").

11 17. Class vehicles are factory equipped with a Totally Integrated Power Module
12 which is located in the vehicle engine compartment. The TIPM consists of a computer,
13 relays, and fuses, and controls and distributes power to all of the vehicles' electrical
14 systems. These electrical systems include the vehicles' safety systems, security system,
15 ignition system, fuel system, electrical powertrain, as well as the vehicles' comfort and
16 convenience systems which include such components as the air bags, fuel pump,
17 windshield wipers, headlights, turn signals, and power windows and doors.

18 18. The TIPM installed in Class Vehicles fails to reliably control and distribute
19 power to various vehicle electrical systems and component parts. Typically, the defect
20 manifests as an inability to reliably start the vehicle and progressively escalates to the
21 vehicle failing to start all together and, in some instances, the vehicle stalling during
22 operation. Vehicle owners also have problems with the fuel pump not shutting off, the
23 headlights going out, and random and uncontrollable activity of the horn, windshield
24 wipers, alarm system, door locks, and airbags.

25 19. Below are some examples of complaints lodged with the National Highway
26 Traffic Safety Administration ("NHTSA") reflecting consumers' concerns about the
27 safety risks of driving with a defective TIPM:
28

1 • TOTALLY INTEGRATED POWER MODULE IS GOING OUT ON
2 MULTIPLE JEEP VEHICLES. THE TIPM CONTROLS LIGHTS, HORNS,
3 WIPERS, AIR BAGS, ETC. WHEN THE PART QUITS WORKING IT CAUSES
4 MULTIPLE ISSUES WITH THE VEHICLE. THE VEHICLE WILL NOT
5 START, WHICH CAN LEAVE THE OWNER STRANDED. THE WIPERS,
6 HORN, ETC., JUST TURN ON, WHICH COULD CAUSE AN ACCIDENT.
7 AND THE AIR BAGS MAY NOT DEPLOY IF IN AN ACCIDENT. THE TIPM
8 IS ON NATIONAL BACK ORDER, WHICH MEANS WAITING WEEKS FOR
9 REPAIR AND CHRYSLER IS REFUSING TO PAY FOR A RENTAL CAR
10 FOR THE OWNER, AND WILL, THE REPLACEMENT LAST LONGER
11 THAN THE ORIGINL? THE VEHICLE NEEDS TO BE RECALLED AND
12 REPLACED.

13 • BEGINNING THE EVENING OF JULY 30, I EXPERIENCED ISSUES WITH
14 STARTING MY GRAND CHEROKEE. THESE ISSUES WERE SPORADIC,
15 HOWEVER ONCE EVERY THREE OR FOUR TIMES I ATTEMPTED TO
16 START THE ENGINE, THE ENGINE WOULD CRANK BUT FAIL TO
17 START. ON JULY 31, I SCHEDULED AN APPOINTMENT WITH MY
18 LOCAL JEEP DEALERSHIP (VIDEON CHRYSLER DODGE JEEP IN
19 NEWTOWN SQUARE, PA) FOR AUGUST 5. BY AUGUST 2, THE JEEP WAS
20 NOT DRIVABLE AS STARTING IT WOULD TAKE 20-30 MINUTES EACH
21 TIME. I WAS FORCED TO RENT A CAR AT MY OWN EXPENSE FOR THE
22 WEEKEND OF AUGUST 3-4. ON AUGUST 5 THE DEALERSHIP
23 DIAGNOSED THE ISSUE AS PERTAINING TO TSB 08-053-11 AND
24 REPROGRAMMED THE TOTALLY INTEGRATED POWER MODULE. ON
25 AUGUST 7, I EXPERIENCED THE NO START ISSUE AGAIN AND
26 SCHEUDLED A SECOND APPOINTMENT WITH THE DEALERSHIP FOR
27 AUGUST 8, THE TIPM WAS IDENTIFIED AS NEEDING TO BE REPLACED.
28 I WAS INFORMED BY THE DEALERSHIP THAT HE NECESSARY PART
WAS ON BACKORDER WITH AN ESTIMATED ARRIVAL TIME OF
WITHIN A "FEW WEEKS". THE DEALERSHIP ADVISED THAT IT WAS
OK FOR ME TO CONTINUE DRIVING THE VEHICLE IN THE MEANTIME
DESPITE THE ISSUE. ON THE EVENING OF AUGUST 16, WHILE
DRIVING THE VEHICLE AT A SPEED OF APPROXIMATELY 40 MILES
PER HOUR, THE ENGINE STALLED, CAUSING THE VEHICLE TO LOSE
ALL POWER NEAR THE INTERSECTION OF CROTON ROAD AND KING
OF PRUSSIA ROAD IN UPPER MERION TOWNSHIP, PA. GIVEN THE
NATURE OF THE ROAD AS WELL AS THE TRAFFIC AROUND ME, THIS
SITUATION POSED A SERIOUS SAFETY HAZARD TO MYSLEF, MY
PASSENGER, AND OTHERS NEAR MY VEHICLE, AND SINCE THAT
POINT I NO LONGER FEEL SAFE OPERATING THE VEHICLE IN ITS
CURRENT CONDITION. AS SUCH, I HAVE BEEN ENTIRELY UNABLE TO
OPERATE THIS VEHICLE SINCE AUGUST 16.

- 1 • CAR WON'T STOP. TIPM FUSE EXPLODED. JEEP DEALER SAYS I WONT
2 HAVE A CAR FOR 2 WEEKS AND JEEP WON'T COVER THIS MAIN
3 STREAM ISSUE. I FOUND 1200 COMPLAINTS ON THE SAME ISSUE. WE
4 WANT EXTENDED WARRANTY OR FULL RECALL ON ALL JEEP GRAND
5 CHEROKEES. 2011 AND 2012. PEOPLE CAN DIE IF THEIR CAR SHUTS
6 OFF ON THE HIGHWAY. I WAS WARNED I CAN DIE IF I DRIVE THIS
7 JEEP BY SHAVER JEEP IN THOUSAND OAKS, CA. TIPM NEEDS RECALL
8 AND WILL END UP KILLING JEEP OWNERS.
- 9 • MY PROBLEM IS WITH MY TOTALLY INTEGRATED POWER MODULE
10 (TIPM). IT IS FAULTY AND NEEDS REPLACED AND SO ARE 25,000
11 OTHER 2011 VEHICLES IN THE USA. PART IS ON BACKORDER AND
12 THERE IS A BUSINESS PROBLEM WITH THE VENDOR. I AM FLAGGING
13 THIS SITUATION AS A LIFE, HEALTH, AND SAFETY MATTER BECAUSE
14 YOU HAVE ON FILE 5-2011 JEEP GRAND CHEROKEE ACCIDENTS
15 WHERE THE AIR BAGS WERE WRITTEN UP IN THE POLICE REPORTS
16 AS NOT DEPLOYING. THIS GOES RIGHT BACK TO THE TIPM WHICH IS
17 THE BRAIN OF THE WHOLE VEHICLE. THE AIR BAGS ARE WIRED IN
18 TO THE TOTALLY INTEGRATED POWER MODULE. THIS IS THE CASE
19 WHERE YOU NEED TO CONNECT THE DOTS. THERE ARE THOUSANDS
20 OF US OUT THERE THAT WON'T START BECAUSE WE NEED THE TIPM.
21 WHAT ABOUT THE OTHER THOUSANDS OUT THERE THAT DIDN'T
22 DEVELOP THE FAULT YET IN THE TIPM BUT IN THE EVENT OF AN
23 ACCIDENT THE ODDS THAT THE AIR BAGS DON'T DEPLOY HAS BEEN
24 GREATLY INCREASED. THIS CONSUMER/JEEP OWNER HAS NO FAITH
25 AT ALL THAT MY BAGS WILL EVER DEPLOY WHEN NEEDED. WHEN
26 MY JEEP IS RETURNED TO ME I AM IMMEDIATELY TRADING IT IN.
27 NHSTA NEEDS TO FORCE CHRYSLER TO MAKE A RECALL; THEY WILL
28 NEVER DO IT ON THEIR OWN.
- VEHICLE FAILS TO START MULTIPLE TIMES. CAME CLOSE TO
STALLING A FEW TIMES. SAME SYMPTOMS AS MENTIONED BY MANY
WITH THE TIPM MODULE. I BELIEVE THIS TO BE A VERY IMPORTANT
SAFETY ISSUE AS WELL AS FINANCIALLY AND EMOTIONALLY. NO
WARNING AS TO WHEN AND WHERE THE PROBLEMS CAN ARISE.
- THE VEHICLE JUST DIED WHILE DRIVING IN THE PARKING LOT LOSS
OF POWER TO EVERYTHING INCLUDING STEERING AND BRAKES. IT
WAS RESTARTED AND DRIVEN TO WHERE WE WERE STAYING. THE NEXT
MORNING IT WOULD NOT START AFTER MANY ATTEMPTS. WE HAD
IT TOWED TO NEAREST DODGE DEALER WHERE WE EVENTUALLY
LEARNED IT WAS THE TIPM MODULE. WE ALSO LEARNED THAT THIS
PROBLEM COULD BE A DANGEROUS ONE. WE WERE ALSO INFORMED
THAT THIS PART IS ON ETERNAL BACK ORDER LEAVING US
STRANDED 12 HOURS FROM HOME WITH A CAR FULL OF KIDS.
DODGE NEEDS TO MAKE THIS RIGHT!!! I AM NOT SURE I WILL FEEL

1 SAFE DRIVING THIS VEHICLE NOW THAT I KNOW THIS IS A REAL
2 COMMON PROBLEM!

- 3 • THE CONTACT OWNS A 2011 JEEP GRAND CHEROKEE. THE CONTACT
4 STATED THAT WHILE DRIVING 70 MPH, THE VEHICLE STALLED
5 WITHOUT WARNING. THE VEHICLE WAS TAKEN TO THE DEALER
6 WHERE THE TECHNICIAN DIAGNOSED THAT THE TIPM WAS
7 DEFECTIVE AND NEEDED TO BE REPLACED.
- 8 • IT BEGAN WHEN THE CAR WOULD CRANK AND NOT START SEVERAL
9 TIMES BEFORE ACTUALLY STARTING. I TOOK IT IN (FIGURING AT
10 SOME POINT IT WOULD JUST NOT START AT ALL AND LEAVE ME
11 STRANDED) AND THEY SAID THEY COULDN'T DUPLICATE IT AND
12 SENT ME HOME. IT STARTED DOING IT AGAIN, SO I TOOK IT BACK IN
13 AND THEY REFLASHED SOMETHING OR OTHER AND SENT ME ON MY
14 WAY. THE REFLASH DID NOT FIX THE PROBLEM, BUT I DID NOT
15 TAKE IT BACK IN, FIGURING I WOULD LEAVE WITH SAME RESULT.
16 FINALLY, THE CAR DIED ON ME WHILE I WAS DRIVING IT, WITH MY
17 SMALL CHILDREN IN THE CAR. NO POWER BRAKES, NO POWER
18 STEERING. I WAS ABLE TO PULL OVER TO THE SIDE OF THE ROAD
19 SAFELY. THANKFULLY I WAS NOT GOING TERRIBLY FAST AND
20 THERE WERE NO OTHER CARS AROUND. I TOOK IT BACK IN AGAIN,
21 AND THEY TOLD ME IT NEEDED A NEW TIPM. AFTER SPEAKING WITH
22 DODGE, THIS IS APPARENTLY A COMMON PROBLEM IN THE '11
23 DURANGOS. THE NEW TIPM WAS INSTALLED, HOWEVER, FOR SOME
24 REASON, ACTIVATING THE RIGHT TURN SIGNAL NOW FLASHES THE
25 FOG LIGHTS. ACCORDING TO THE SERVICE DEPARTMENT, THIS IS
26 DUE TO A SECOND FAULTY TIPM.

19 20. The defect is so widespread that replacement parts are on national backorder
20 forcing consumers to wait weeks or months to have their TIPMs replaced. In the
21 meantime, Chrysler dealerships and auto-technicians are advising many Class members
22 not to drive their vehicles until the TIPM is replaced, due to safety risks. The financial
23 burden on consumers is reflected in several hundred complaints filed with NHTSA, like
24 the following below:

- 25 • I WOULD LIKE TO PLACE A FORMAL COMPLAINT AGAINST
26 CHRYSLER GROUP, LLC. MY FAMILY ALONG WITH SEVERAL
27 HUNDREDS, IF NOT THOUSANDS OF OTHER 2011 JEEP GRAND
28 CHEROKEE OWNERS. THIS ISSUE IS AROUND THE TIPM DEVICE THAT
SEEMS TO BE FAILING ON MY AND MANY CONSUMER'S VEHICLES
DATING BACK TO THE EARLY PART OF 2013. THE PROBLEM IS THE

1 DEALER, NOR THE CHRYSLER GROUP DOESN'T HAVE AN IDEA WHEN
2 THIS PART WILL BE AVAILABLE LEAVING MANY OF US WITHOUT A
3 CAR FOR AN UNDETERMINED AMOUNT OF TIME. THIS PART (TIPM)
4 NEEDS TO BE PLACED ON OFFICIAL RECALL BY THE CORPORATION
5 AND UNTIL IT ACTUALLY IS.... IT HAS PLACED UNDUE FINANCIAL
6 STRAIN ON MANY OF THE OWNERS OF THE JEEP. WE ARE EXPECTED
7 BY THE BANKS TO CONTINUE PAYING OUR CAR NOTE, ALONG WITH
8 INSURNACE. NOW CHRYSLER IS SAYING THAT WE MUST ALSO COME
9 OUT OF POCKET FOR RENTALS TO REPLACE THE VEHICLES WE HAVE
10 AND OR PAYING FOR UNTIL THEY RESOLVE THE ISSUE. THIS IS NOT
11 RIGHT ON SO MANY LEVELS AND APPARENTLY THEY CAN GET
12 AWAY WITH THIS WITHOUT RECOURSE. IN CONCLUSION, JUST
13 ASKING THE JUSTICE DEPARTEMENT TO LOOK INTO THIS ISSUE AND
14 ASSIST US CONSUMERS BEING HELD HOSTAGE BY CHRYSLER
15 GROUP, LLC.

- 16 • THE ISSUE HAS TO DO WITH THE TOTALLY INTEGRATED POWER
17 MODULE (TIPM) USED IN JEEPS AND OTHER MAKES. THIS PART IS
18 RESPONSIBLE FOR A LOT OF THE POWER
19 SWITCHING/MODULATION/DISTRIBUTION, AND COMMUNICATION
20 WITH OTHER SYSTEMS IN THE ELECTRICAL SYSTEM. THERE ARE
21 NUMEROUS COMPLAINTS ONLINE REGARDING THIS PART THAT IS
22 ON NATIONAL BACKORDER. OUR CAR HAS BEEN OUT OF SERVICE
23 SITTING AT A JEEP DEALER SINCE JULY WITH NO ESTIMATE FROM
24 CHRYSLER OF WHEN THE PART MIGHT BE AVAILABLE. THERE HAS
25 BEEN NO TALK OF A RECALL AT THIS POINT. THE PART ALMOST
26 ALWAYS GOES BAD AFTER THE WARRANTY HAS LAPSED AND COSTS
27 ANYWHERE FROM \$900-\$1400 DEPENDING ON THE DEALERSHIP, ETC.
28 ONCE IT GOES, THE CAR IS RENDERED USELESS. WE SPENT \$2,000 AT
A MECHANIC WHO THOUGHT IT WAS THE FUEL PUMP AND AN
ADDITIONAL \$1,000+ ON A RENTAL CARE BEFORE THE CAR WAS
TOWED TO THE DEALER. WE ARE UNABLE TO ONLY HAVE ONE CAR,
SO WE HAVE NOW BOUGHT A THIRD CAR. FORTUNATELY WE ARE IN
A POSITION TO DO THIS. MANY PEOPLE ARE UNABLE TO AFFORD
EVEN A RENTAL. THE SAFETY ISSUE COMES INTO PLAY BECAUSE
THE CAR MAY JUST STOP WHILE YOU ARE DRIVING. THIS DID
HAPPEN TO OURS ONCE, BUT IT WAS BEFORE THERE WAS AN
OBVIOUS PROBLEM AND THE CAR WORKED FINE AFTER THE
INCIDENT SO WE NEVER LOOKED INTO IT. THERE IS ALSO THE ISSUE
THAT SOMETIMES IT MAY START, BUT IF YOU TURN THE CAR OFF IT
MAY NOT START THE NEXT TIME POSSIBLY STRANIDNG THE DRIVER
WHO KNOWS WHERE. AT THIS POINT WOULD JUST LIKE THIS ISSUE
ACKNOWLEDGED AND INVESTIGATED.

- I TOO HAVE BEEN EXPERIENCING THE SAME ISSUE. I NOTICED IT A
FEW WEEKS AGO WHEN MY BATTERY STARTED SHOWING SIGNS OF

1 GOING DEAD. I ALSO HEARD THE NOISE AFTER EXTING THE TRUCK
 2 IN THE EVENINGS. I THOUGHT THE NOISE WAS SOME ELECTRONICS
 3 RESETTING ITSELF, BUT THOUGHT IT WOULD EVENTUALLY
 4 SHUTOFF. I DID NOT THINK THIS COULD BE KILLING MY BATTERY. I
 5 TOO HAD TO BUY A BATTERY [...] COST ME A PRETTY PENNY NOW
 6 TO LEARN IT WOULD BE DEAD SOON. AFTER GOING TO THE
 7 DEALERSHIP TODAY FOR AN OIL CHANGE THE TRUCK DIED IN THEIR
 8 SERVICE BAY. NOT EVEN FIVE MINUTES AFTER LEAVING, THE
 9 SERVICE REP CALLED ME AND EXPLAINED HOW THEY HAD TO PUSH
 10 MY TRUCK TO THEIR SERVICE BAY DUE TO A BAD TOTALLY
 11 INTEGRATED POWER MODULE (TIPM). WE ARE NOW WITHOUT OUR
 12 VEHICLE FOR AN UNDISCLOSED TIME AND STILL HAVE THE
 13 OBLIGATION TO PAY FOR A PRODUCT OF NO USE.

14 • VEHICLE: 2011 JEEP GRAND CHEROKEE 4X4, PURCHASED NEW IN
 15 OCTOBER 2010. I EXPERIENCED DIFICULLTY IN STARTING VEHICLE,
 16 PROBLEM PERSISTED AND BECAME WORSE. DEALERSHIP INDICATED
 17 BAD FUEL PUMP, REPLACED AT A COST OF \$1,000.00 +. STARTING
 18 PROBLEM PERSISTED AND AGAIN BACK TOO DEALERSHIP.
 19 DIAGNOSIS THIS TIME WAS BAD STARTER MODULE (TIPM UNIT)
 20 COST \$1,000.00 + AND I WAS TOLD THAT THE PART WAS ON
 21 "EXTREME" BACK ORDER AND THEY COULD NOT EVEN GIVE ME AN
 22 ESTIMATE ON THE ARRIVAL DATE. I WAS ALSO INFORMED THAT THE
 23 BAD TIPM HAD CREATED AN ELECTRICAL SHORT THAT HAD LED TO
 24 THE INITIAL FAILURE OF THE FUEL PUMP. PRESENT: EIGHT (8) WEEKS
 25 HAVE PASSED AND NO PART AVAILABLE AND A VEHICLE SITTING IN
 26 MY DRIVEWAY GATHERING THE LEAVES OF THE CHANGE OF THE
 27 SEASON. I HAVE BEEN A LOYAL JEEP OWNER FOR THE PAST 25
 28 YEARS WITH AT LEAST SEVEN (7) VEHICLES. THIS ONE IS THE MOST
 PROBLEM PLAGUED VEHICLE OF THEM ALL, WITH MAJOR
 ELECTIRCAL/COMPUTER PROBLEMS. I DID NOT LIST ALL THE
 PROBLEMS (ELECTRICAL AND OTHER WISE) THAT OCCURED IN THE
 FIRST 36,000 MILES FOR THANKFULLY THEY WERE COVER BY
 WARRANTY. I MUST SAY I WILL HARD PRESSED TO PURCHASE
 ANOTHER CHRYSLER (JEEP) PRODUCT IN THE FUTURE. THIS ONE HAS
 TO BE TOWED INTO THE DEALERSHIP TO BE REPAIRED (NEW TIPM)
 BEFORE I CAN DRIVE IT TO ANOTHER DEALERSHIP AND HOPE FOR A
 GOOD TRADE IN!!!

• MY 2011 DURGANO STALLED ONE DAY AT WORK WHEN I TRIED TO
 CRANK IT. IT TOOK 3 TIMES TO START THE ENGINE AND FINALLY IT
 CRANKED. LATER THAT WEEK WHILE DRIVING I NOTED THE AIRBAG
 WARNING LIGHT CAME ON AND THEN WENT OFF MULTIPLE TIMES;
 IT CONTINUOUSLY DID THAT UNTIL ONE DAY IT STAYED ON AND

1 NEVER WENT OFF. I TOOK IT TO GET IT CHECK AND NO CODES
 2 SHOWED. THEY STATED NOTHING WAS WRONG WITH IT. SO I KEPT
 3 DRIVING UNTIL I NOTICED A HUMMING NOISE COMING FROM
 4 UNDERNEATH THE REAR AND THE VEHICLE AND IT CONTINUOUSLY
 5 STALLED OR DIDN'T CRANK AND THAT'S WHEN I HAD TO HAVE MY
 6 HUSBAND JUMP IT OFF. THIS CONTINUED FOR A COUPLE OF WEEKS. I
 7 TOOK IT TO THE DEALERSHIP IN WHICH THEY TOLD ME THE PCM
 8 MODULE WAS BAD BUT WHEN THEY TRIED TO PROGRAM IT, IT
 9 SHOWED THAT THE BATTERY WAS BAD SO I PURCHASED A NEW
 10 BATTERY. ONCE THEY COMPLETED IT THEY STATED THAT THEY
 11 STARTED THE DURANGO AND IT STARTED WITHOUT ANY ISSUE BUT
 12 WHEN MY HUSBAND AND I WENT TO PICK IT UP, IT STALLED AGAIN
 13 AND IT TOOK ABOUT 10 MINUTES TO GET IT STARTED. I DROVE IT
 14 FOR A FEW DAYS UNTIL ONE DAY I WENT TO THE STORE AND WHEN
 15 I CAME OUT OF THE STORE IT WOULD NOT START AT ALL SO I HAD
 16 TO GET IT TOWED TO THE DEALERSHIP, IT SAT THERE FOR ABOUT A
 17 WEEK UNTIL THEY FINALLY DIAGNOSED IT AS HAVING A BAD TIPM
 18 MODULE (TOTALLY INTEGRATED POWER MODULE). THE SERVICE
 19 REP AT THE DEALERSHIP STATED THAT THE TIPM MODULE IS ON
 20 BACKORDER (1352 AHEAD OF ME TO BE EXACT). THERE ARE LOTS OF
 21 REPORTS ON THE INTERNET ABOUT CHRYSLER VEHICLES HAVING A
 22 BAD TIPM. I THINK THERE SHOULD BE A RECALL ON IT. I PRESENTED
 23 MY CONCERNS TO CHRYSLER/DODGE ABOUT THIS AND THE ONLY
 24 THING I GOT WAS ANY APOLOGY. PLEASE, INVESTIGATE. DODGE IS
 25 USING A BAD PRODUCT AND DON'T WANT TO OWN UP TO IT AND
 26 THE CUSTOMERS ARE THE ONES THAT HAVE TO PAY FOR IT.

17 21. The hardship and inconvenience for Class members is not only economic.
 18 Many Class members cannot afford rental cars and are left without transportation
 19 impacting their ability to do their jobs and take care of their families. In addition, many
 20 consumers complained that they have spent many hours over the course of weeks and
 21 months dealing with the TIPM problem, forced to take time off from work, to rescue their
 22 stranded families, or deal with their stranded car that would not start, sometimes several
 23 miles away from home. Even those who can afford a rental car or are provided one by
 24 their dealership while they wait for the backordered TIPM, are often provided too small
 25 of cars to transport their families or are limited by per day mileage limits.

26 **Chrysler Refuses to Acknowledge the TIPM Defect**

27 22. Chrysler has long been aware of the issues involving its Totally Integrated
 28 Power Modules. There are several hundred complaints on the NHTSA website and

1 elsewhere online dating back to when the TIPM was first introduced in Chrysler vehicles
2 in 2006. There have also been several Chrysler recalls for the TIPM. For example, in
3 2005, Chrysler recalled 2006 model-year Ram vehicles for a defective TIPM. The
4 defective TIPM in those vehicles caused the vehicles to inadvertently default to neutral,
5 posing a safety risk that the vehicles might roll away and cause an accident without
6 warning. In 2007, a defect in the TIPM forced Chrysler to recall 80,894 Jeep Wranglers
7 and Dodge Nitro vehicles after an investigation by NHTSA. Defective TIPMs in the
8 vehicles contained a software glitch “that may allow the engine to stall under certain
9 operating conditions. This could cause a crash without warning.” Over 200 people
10 lodged detailed complaints with NHTSA describing these engine stalls. This defect in the
11 TIPM resulted in crashes and injuries before Chrysler recalled the affected vehicles.

12 23. Despite the fact that previously defective TIPMs resulted in crashes and
13 injuries, Chrysler remains silent as TIPM parts go on national backorder and thousands of
14 complaints are lodged regarding ignition problems and stalling as a result of the defective
15 TIPMs in Class Vehicles.

16 24. Chrysler’s refusal to publically acknowledge the defect has created
17 widespread confusion regarding the problem. Chrysler’s failure to notify consumers,
18 dealerships, or auto-technicians prevents the TIPM problem from being efficiently
19 diagnosed. Consumers whose vehicles’ TIPMs have not yet failed do not know to look
20 out for early warning signs of the defect and auto-technicians are equally in the dark.
21 Many auto technicians have trouble diagnosing the TIPM as the root cause of Class
22 Vehicles’ problems. Furthermore, the lack of information about the defect inhibits
23 dealerships and auto-technicians from being able to properly advise Class members about
24 the continued safety of driving Class Vehicles that exhibit the symptoms of the defect.

25 25. As a result of Chrysler’s inaction and silence, many consumers are unaware
26 they are driving unsafe and unreliable vehicles and are spending hundreds to thousands of
27 dollars on unnecessary repairs on what appear to be dead batteries, faulty fuel pumps and
28 wireless ignition node (“WIN”) modules, and other issues that are actually caused by the

1 defective TIPM. Some Class members have even spent over \$2,000 replacing their fuel
2 pump only to later find out the problem is actually with the vehicle's TIPM, a repair that
3 typically costs another \$1,000 to \$1,200 or so.

4 26. Adding insult to injury, after consumers spend significant sums to replace
5 the defective TIPM, Chrysler does not make any reassurances that the replacement TIPM
6 is not similarly defective or that the vehicles' airbag system has not been affected.

7 **Plaintiff Daphne Ray's Experience**

8 27. In April 2011, Ms. Ray purchased a new 2011 Jeep Grand Cherokee from
9 the Crystal Chrysler dealership in Cathedral City, California. Ms. Ray's Jeep Grand
10 Cherokee came with a factory installed TIPM.

11 28. Ms. Ray is a long-time Chrysler owner, and this was her third Jeep vehicle.
12 Ms. Ray's last Jeep lasted 190,000 miles and required very few repairs. Ms. Ray and her
13 husband purchased their 2011 Jeep Grand Cherokee because their last Jeep was reliable
14 and long-lasting and they believed this new Jeep would be the same.

15 29. Approximately six to eight months after buying the Jeep, Ms. Ray started
16 experiencing problems with the Jeep's headlights going out. Since purchasing the Jeep,
17 Ms. Ray and her husband have had to frequently replace the headlights and other lights in
18 their Jeep.

19 30. Around July 2013, with approximately 57,000 miles, Ms. Ray took the Jeep
20 to a repair shop because it was driving poorly, getting bad gas mileage, and the check
21 engine light was on. Ms. Ray paid approximately \$95.38 for a diagnostic at Pep Boys in
22 Indio, California, who advised her she would need to take her Jeep into the Chrysler
23 dealership for repair. The Chrysler dealership determined there was a problem with the
24 Jeep's software. Ms. Ray paid approximately \$115.00 for the dealership to diagnose the
25 software problem and reflash the car's computer.

26 31. After the software reflash, Ms. Ray's Jeep continued to manifest electrical
27 issues. The Jeep's door locks started to fail on the passenger left side and the rear lift
28 gate. On a few occasions, the Jeep's alarm and horn would spontaneously activate.

1 Recently, Ms. Ray's Jeep started to randomly start on its own and continues to have
2 problems with the headlights coming on and off. In addition, the Jeep's cruise control
3 only works intermittently.

4 32. Troubled by all the electrical issues she was experiencing with her Jeep, Ms.
5 Ray went online to do some research. Ms. Ray discovered several hundred complaints
6 online about the same symptoms her Jeep exhibited and read that the problems were
7 likely caused by a faulty TIPM. Ms. Ray called Chrysler corporate and asked them about
8 the TIPM problem but Chrysler told her it would not do anything for her. Ms. Ray then
9 contacted the Crystal Chrysler dealership and described her problems. The Chrysler
10 dealership told Ms. Ray that it was likely a problem with the TIPM but that the part was
11 on national backorder and because she was out of warranty, the part would cost her
12 approximately \$900 and even more for labor. The Chrysler dealership would not order
13 the part for Ms. Ray until she brought the Jeep in for diagnosis.

14 **Plaintiff Philip Lightfoot's Experience**

15 33. In January 2011, Mr. Lightfoot purchased a new 2011 Jeep Grand Cherokee
16 from the Walnut Creek Chrysler dealership in Walnut Creek, California. Mr. Lightfoot's
17 Jeep Grand Cherokee came with a factory-equipped TIPM.

18 34. Mr. Lightfoot and his wife bought their 2011 Jeep Grand Cherokee because
19 they wanted a reliable and safe vehicle. Mr. Lightfoot and his wife traded in their three
20 year old Volvo believing the Jeep Grand Cherokee would be a safer and more reliable
21 car.

22 35. Mr. Lightfoot is a long-time Chrysler owner, who has owned three Jeep
23 Wranglers and currently owns a Ram pickup truck.

24 36. Around June 2013, Mr. Lightfoot and his wife began experiencing problems
25 with their Jeep. Mr. Lightfoot and his wife first had trouble with the Jeep recognizing
26 that the wireless remote key was in the car to make the push-start ignition work. Around
27 that same time, Mr. Lightfoot's wife began having trouble getting the Jeep to start. At
28 first, the problem was sporadic, but over time the starting problem worsened. Around

1 November 2013, the problem progressed to the point where Mr. Lightfoot could rarely
2 get the Jeep to start at all. At one point when the Jeep started, Mr. Lightfoot took it to a
3 Chrysler dealership.

4 37. The Chrysler dealership diagnosed the problem with Mr. Lightfoot's Jeep as
5 a faulty TIPM. The Chrysler dealership told Mr. Lightfoot that it would do a Chrysler
6 approved after-market "patch" repair to the TIPM. Mr. Lightfoot expressed concern
7 about the fix being a patch but the Chrysler dealership told him that without any other
8 symptoms this was the Chrysler approved repair. Mr. Lightfoot paid approximately
9 \$526.90 to have the Jeep's TIPM repaired.

10 38. Mr. Lightfoot is still very concerned about the repair to his Jeep's TIPM.
11 Mr. Lightfoot did research online and discovered numerous complaints about the TIPM
12 and is worried that the patch repair to the TIPM does not fully resolve the problem.

13 **Plaintiff Christopher White's Experience**

14 39. In May 2011, Plaintiff White purchased a new 2011 Jeep Grand Cherokee
15 from the Fred Frederick Chrysler dealership in Laurel, Maryland. Mr. White's Jeep came
16 with a factory-equipped TIPM.

17 40. Mr. White purchased his 2011 Jeep Grand Cherokee because he needed a
18 reliable vehicle for his job which required heavy commuting.

19 41. With around 30,000 miles on his Jeep and still under warranty, Mr. White
20 began experiencing numerous problems with his vehicle. Mr. White's vehicle began to
21 have trouble starting and several times the car stalled while he was driving. On one
22 occasion, Mr. White was driving on the highway at 70 miles per hour when the car
23 stalled. Concerned about the safety and reliability of his vehicle, Mr. White took his
24 Jeep to a local repair shop. The local repair performed a fuel flush on the vehicle and
25 replaced the vehicle's spark plugs.

26 42. Less than a year later, Mr. White began experiencing more problems with
27 his vehicle. Occasionally when Mr. White would unlock his car the horn and windshield
28 wipers would activate. Mr. White also continued to have trouble starting his car. Mr.

1 White took his vehicle in for a second time, this time to the Chrysler dealership, where
2 the problem was diagnosed as the battery in the vehicle's keyless entry remote. Mr.
3 White paid to have the batteries replaced.

4 43. Despite the battery replacement, Mr. White continued to have problems with
5 starting the vehicle and stalling. At this time, Mr. White noticed that the vehicle's fuel
6 pump was not shutting off after he turned off the vehicle, draining the vehicle's battery.
7 Concerned again with the safety and reliability of his vehicle, Mr. White returned to the
8 local repair shop which diagnosed the problem as a faulty fuel pump. Mr. White paid
9 approximately \$2,215.74 to have the fuel pump repaired and the battery replaced.
10 Despite the repair Mr. White continued to experience problems with his ignition and
11 stalling. The repair shop then diagnosed the problem as a faulty TIPM, but told Mr.
12 White that TIPMs were on national backorder. Mr. White's vehicle was transferred to a
13 Chrysler dealership to wait for the new TIPM.

14 44. Mr. White contacted Chrysler customer care but received very limited
15 information. Despite the fact that Mr. White's electrical problems began when his
16 vehicle was still under warranty, Chrysler customer care told him that his vehicle was
17 now no longer under warranty and would have to pay out of pocket for the repair and any
18 rental cars. Mr. White spent approximately \$1095.35 on a rental car while he waited for
19 the repair. No longer able to afford the high cost of the rental car, Mr. White was forced
20 to buy another car.

21 45. On September 25, 2013, two months later, Mr. White's vehicle was finally
22 repaired. Mr. White paid approximately \$1,349.59 to have the TIPM fixed. Mr. White
23 does not know if the new TIPM is an upgraded part or is similarly defective. Mr. White
24 believes the value of his vehicle is diminished as result of the defective TIPM.

25 **Plaintiff Jacqueline Young's Experience**

26 46. In January 2011, Plaintiff Young purchased a new 2011 Jeep Grand
27 Cherokee from the Thompson Chrysler dealership in Baltimore, Maryland. Ms. Young's
28 vehicle came with the factory-installed TIPM.

1 47. Ms. Young purchased her 2011 Jeep Grand Cherokee because she
2 considered Jeep trucks to be sturdy and reliable vehicles that would not leave her
3 stranded. She bought her vehicle to commute to work and transport her family. This was
4 Ms. Young's third Jeep vehicle.

5 48. In July 2013, with a little more than 40,000 miles on her vehicle, Ms. Young
6 began having trouble starting her car. On several occasions the ignition would make a
7 prolonged grinding noise and the car would have trouble starting. Initially believing the
8 problem was with her electronic keyless entry remote, Ms. Young changed her keys.
9 Despite switching keys, the problem continued to progress with time, forcing Ms. Young
10 to spend more and more time getting her vehicle started, typically around 15 minutes
11 each time.

12 49. Frustrated with the increasing difficulty of starting her vehicle, and
13 concerned that it would leave her and her family stranded, in early September 2013, Ms.
14 Young took her Jeep to the Thompson Chrysler dealership, in Baltimore, Maryland. The
15 dealership told her that the TIPM in her Jeep needed to be replaced, and that the
16 replacement TIPM would cost her approximately \$1,280.

17 50. Ms. Young put down a \$200.00 deposit for the new TIPM but the dealership
18 could not tell her when it would be able to fix her car and told her that she was number
19 1,501 on a waiting list for a new TIPM. When Ms. Young asked the dealership if it
20 would provide her with a loaner vehicle while she waited she was told that Chrysler
21 corporate did not have such a policy. The dealership suggested she contact Chrysler
22 directly.

23 51. Ms. Young contacted Chrysler and initiated a claim to obtain an expedited
24 TIPM and was told she would be called back. Five days later, Ms. Young had not heard
25 back from Chrysler, so she called back. The customer service representative told Ms.
26 Young that it was not Chrysler's policy to provide loaner-vehicles or rental cars.
27 Needing her car to commute to and from work, Ms. Young rented a car for approximately
28

1 \$300.00 a week. Ms. Young waited approximately three weeks for her car to be repaired
2 and paid approximately \$1,052.85 for a rental car.

3 52. Ms. Young's vehicle was repaired for \$1,036.30 and in total paid \$2,089.15,
4 together with rental car expenses, as a result of the defective TIPM. Ms. Young does not
5 know if the newly installed TIPM is an upgraded part or is similarly defective.

6 **Plaintiff John Melville's Experience**

7 53. In September 2010, Mr. Melville bought a new 2011 Jeep Grand Cherokee
8 from the Cherry Hill Chrysler dealership in New Jersey. Mr. Melville's Jeep Grand
9 Cherokee came factory-equipped with a TIPM.

10 54. Mr. Melville is a long-time Jeep owner, and this was his fifth Jeep. Mr.
11 Melville chooses Jeep vehicles because of car's size and reliability. Among other things,
12 Mr. Melville uses his Jeep Grand Cherokee to get to and from work.

13 55. In June 2013, with approximately 48,000 miles on his Jeep, Mr. Melville
14 started to have trouble starting his car. On several occasions, when Mr. Melville tried to
15 get the car to start with the push-button start it would not work, and would often take six
16 or seven times before the car would start.

17 56. Mr. Melville took his Jeep to a Chrysler dealership but the dealership could
18 not replicate or diagnose the problem. The service representatives at Chrysler told Mr.
19 Melville there was nothing wrong with his car.

20 57. For the next two months, Mr. Melville continuously struggled with the car's
21 ignition. One night, when Mr. Melville was two hours away from home, his car would
22 not start at all. Mr. Melville had the car towed to the Sea View Jeep dealership in Ocean
23 Township, New Jersey. The Sea View Jeep dealership diagnosed the problem as a faulty
24 fuel pump. Mr. Melville did not believe the problem was with the car's fuel pump and
25 decided to have the car diagnosed at the Cherry Hill Chrysler dealership in Cherry Hill,
26 New Jersey.

1 58. The Cherry Hill Chrysler dealership diagnosed the problem as a faulty
2 TIPM but told Mr. Melville that the TIPM was on national backorder. Mr. Melville was
3 told that it would take approximately two months for the part to come in.

4 59. Chrysler would not cover the TIPM repair so Mr. Melville submitted a claim
5 to his extended warranty plan. Initially, the extended warranty company refused to cover
6 the repair. After many hours, Mr. Melville eventually convinced his extended warranty
7 servicer to cover the cost of repair and paid a \$100.00 deductible under his plan for the
8 repair.

9 60. On September 27, 2013, nearly two months after taking his Jeep into the
10 dealership for repair, the dealership replaced the TIPM in Mr. Melville's Jeep. When Mr.
11 Melville drove off the dealership lot with his Jeep, his check engine light went on.

12 61. Mr. Melville is disappointed with Chrysler and the experience he has had
13 with his Jeep. Mr. Melville was not given any reassurance about the replacement TIPM
14 being an upgraded part. He remains concerned that the Jeep's problem will occur at any
15 time. He is also concerned about the reliability of his Jeep's airbag system as a result of
16 the defect.

17 **Plaintiff Christopher Light's Experience**

18 62. In November 2012, when his wife became pregnant with their third child,
19 Mr. Light bought a used 2011 Dodge Grand Caravan, from the Kia dealership in
20 Clearwater, Florida, to accommodate his growing family. Mr. Light's Dodge Caravan
21 came with a factory-installed TIPM.

22 63. In February 2013, while out shopping one day with his pregnant wife and
23 young children, Mr. Light returned to his vehicle to discover one of the van doors open
24 and the keyless entry remote unresponsive. Mr. Light then attempted to start the vehicle
25 but the vehicle would not respond. Mr. Light contacted AAA to have the vehicle towed
26 and waited for an hour with his family in the parking lot for the tow truck to arrive. The
27 tow truck driver told Mr. Light he would not be able to give his children a ride home
28 because his young children needed car seats. A family friend came to pick up Mr.

1 Light's wife and small children as he had the car towed to his home. In the morning, Mr.
2 Light contacted AAA again to have his vehicle towed to the Fitzgerald's Countryside
3 Chrysler dealership.

4 64. The dealership determined that the problem was with the vehicle's Wireless
5 Ignition Node or "WIN" module. Mr. Light paid a \$250 deductible under his extended
6 warranty agreement to repair the WIN. The dealership told Mr. Light that he would be
7 reimbursed for his rental car during the time of the repair under extended warranty
8 agreement. Mr. Light, however, was only reimbursed for three of the five days of his
9 rental, because the extended warranty did not cover car rentals due to delayed or back
10 ordered parts and thus incurred an additional car rental expense of approximately
11 \$200.00. Since the repair to the WIN, Mr. Light continued to experience problems with
12 his van doors opening randomly on their own.

13 65. Six months later, in early August 2013, Mr. Light's vehicle once again
14 failed to start, leaving his wife and young children stranded at home. Mr. Light took off
15 work to come home and deal with the car. Mr. Light contacted AAA and determined the
16 battery had died and paid approximately \$125.00 dollars for a replacement. The day after
17 installing the new battery, Mr. Light's vehicle again would not start. Mr. Light had AAA
18 tow his vehicle to a car repair shop and paid approximately \$45.00 for an electrical
19 diagnostic. The repair shop determined the problem was with the vehicle's fuel pump and
20 prepared a cost estimate to fix the problem. Mr. Light's extended warranty would not
21 cover the estimate so Mr. Light contacted AAA to have the vehicle towed to Fitzgerald's
22 Countryside Chrysler dealership.

23 66. The dealership told Mr. Light that the problem was not with the fuel pump
24 but rather with the TIPM, a part that is on national backorder. The dealership did not
25 know when a replacement TIPM would be available for Mr. Light's vehicle, and had
26 three other inoperable vehicles in their service department awaiting TIPM repairs. The
27 dealership told Mr. Light that it was lucky to receive even one TIPM per week. The
28 dealership provided Mr. Light with a loaner vehicle while he waited.

1 67. Frustrated there was no timeframe for the repair, Mr. Light contacted the
2 Dayton Andrews Dodge dealership in Clearwater, Florida, and asked whether it had any
3 TIPMs. The dealership told him that the part was on national backorder and because he
4 was not a high priority customer it would likely take approximately two months.

5 68. On September 17, 2013, nearly a month later, the Fitzgerald's Countryside
6 Chrysler dealership told Mr. Light that it still did not know when they would receive the
7 new TIPM for his vehicle.

8 69. On September 20, 2013, the dealership notified Mr. Light that it had
9 received the part and repaired his vehicle. Because the repair was unexpected, Mr. Light
10 was forced to arrange a late payment of his rent in order to pay the \$250.00 deductible
11 under his extended warranty to repair the TIPM.

12 70. To date, Mr. Light has not received any reassurances that the new TIPM is
13 not defective, and remains concerned that he will have to replace the TIPM again in the
14 future.

15 **Plaintiff Bradford Soule's Experience**

16 71. In February 2013, Plaintiff Soule purchased a Certified Pre-owned 2011
17 Jeep Grand Cherokee from a Chrysler dealership in Brockton, Massachusetts. Mr.
18 Soule's Jeep came factory-equipped with the TIPM.

19 72. Mr. Soule decided to purchase his 2011 Jeep Grand Cherokee as a Certified
20 Pre-owned vehicle through the Chrysler dealership to ensure that he was receiving a
21 reliable vehicle for his sixty-mile commute to work and for transporting his family. Mr.
22 Soule was reassured from the dealership that Certified Pre-owned vehicles were reliable
23 because these vehicles went through an extensive 250-point checklist and came with a
24 100,000 mile powertrain warranty.

25 73. Five months after buying the car, Mr. Soule began experiencing problems
26 with his Jeep not starting, leaving him stranded on several occasions. On one occasion,
27 Mr. Soule returned to his vehicle to begin his sixty mile commute home and could not get
28

1 the vehicle to start. Mr. Soule spent forty-five minutes troubleshooting the ignition
2 before he was finally able to get the vehicle to start.

3 74. Shortly thereafter, Mr. Soule called the dealership and made an appointment
4 to bring in his vehicle. Prior to bringing in his vehicle for the service, Mr. Soule
5 researched the problem he was experiencing online and found hundreds of complaints
6 which stated that the TIPM in 2011 Jeep Grand Cherokee vehicles frequently caused
7 vehicles to fail to start or stall.

8 75. On August 17, 2013, Mr. Soule took his vehicle to the Chrysler dealership.
9 Mr. Soule mentioned to the service department he thought the issue may be with the
10 vehicle's TIPM. Mr. Soule paid approximately \$100.00 for the dealership to run a
11 diagnostic and reset the vehicle's TIPM, which did not fix the problem. The dealership
12 told Mr. Soule that he would need to replace the TIPM entirely, and this part was not
13 covered under Chrysler's 100,000 mile powertrain warranty. The TIPM was also on
14 national backorder. The dealership told Mr. Soule that there was another vehicle there
15 that had been waiting for a replacement TIPM for two months, and it did not know when
16 his vehicle would be repaired.

17 76. Frustrated by Chrysler's denial of warranty coverage for the repair and the
18 long wait for a replacement TIPM, Mr. Soule contacted the Chrysler corporate office and
19 complained. After several phone calls, Chrysler agreed to pay for half of the cost of the
20 repair and said it would try to expedite a new TIPM to his dealership.

21 77. Unaware of the potential safety risks and with no other means of
22 transportation, Mr. Soule brought his vehicle home and continued to drive it. As time
23 passed, however, the ignition and stalling problems increased in frequency and Mr. Soule
24 became concerned about the continued safety of driving the vehicle. During this time
25 Mr. Soule also noticed that the vehicle's fuel pump was not shutting off. Concerned
26 about the safety of fuel continuing to pump through his vehicle while parked in the
27 garage, and the potential to drain the battery, Mr. Soule began disconnecting the battery
28 after he drove. The battery is located under the passenger seat.

1 78. Unwilling to continue to drive his unsafe and unreliable vehicle, Mr. Soule
2 contacted Chrysler corporate about obtaining a rental car. Chrysler told Mr. Soule that it
3 would not cover the costs of a rental car upfront but that he may be reimbursed at some
4 later date. Chrysler suggested that Mr. Soule contact the dealership to see if it would
5 accommodate him. When Mr. Soule contacted the dealership it informed him it recently
6 received two TIPMs and that he could bring his vehicle in for repair.

7 79. On September 3, 2013, Mr. Soule took his vehicle to the dealership to have
8 the TIPM replaced. With Chrysler paying half, Mr. Soule's out-of-pocket expenses for
9 the diagnostic test and the replacement TIPM totaled approximately \$635.00.

10 80. Even with the repair, Mr. Soule remains concerned with the safety and
11 reliability of his vehicle's new TIPM, as the replacement TIPM uses the same part
12 number as the original TIPM that came with his vehicle. Mr. Soule has not received any
13 reassurance that the new TIPM is without the same defect and is also concerned because
14 the TIPM controls the airbag system.

15 **Plaintiff Donald Kendrick's Experience**

16 81. In March 2012, Plaintiff Kendrick bought a used 2011 Jeep Grand Cherokee
17 with an extended warranty from the Hillcrest Ford dealership in Huntsville, Texas. Mr.
18 Kendrick's Jeep came factory-equipped with a TIPM.

19 82. Mr. Kendrick and his wife are long-time Jeep owners. They chose the 2011
20 Jeep Grand Cherokee because it was a highly-rated SUV and because they believed the
21 vehicle was safe and reliable for driving in the snow. Mr. Kendrick and his wife
22 purchased the vehicle primarily for getting around town and for occasional trips.

23 83. In March 2013, Mr. Kendrick began having problems with his Jeep. On one
24 occasion the horn in Mr. Kendrick's Jeep randomly activated and would not turn off. Mr.
25 Kendrick eventually had to manually disconnect the horn in order to get it to turn off.

26 84. In May 2013, Mr. Kendrick and his wife started having trouble getting their
27 Jeep to start. At first the no-start problem was intermittent, however, with time the
28 problem progressed.

1 85. In early September 2013, Mr. Kendrick researched the problems he was
2 having with his Jeep online and discovered hundreds of complaints from Jeep owners
3 with similar problems. Originally Mr. Kendrick contacted the Tate Branch Dodge
4 Chrysler dealership about bringing in the Jeep but was told that it would be three weeks
5 before he could bring it in. To get faster service on his Jeep, Mr. Kendrick took his Jeep
6 to the Mack Massey Chrysler dealership in El Paso, Texas. The Mack Massey Chrysler
7 dealership diagnosed a fuel pump problem and recommended a fuel pump repair and fuel
8 system flush. Mr. Kendrick shared the information he found on the internet with the
9 dealership regarding the TIPM, but the dealership insisted the problem was with the
10 vehicle's fuel pump. Mr. Kendrick paid a \$50.00 deductible under his extended warranty
11 to have the fuel pump repaired and approximately \$200.00 to have the Jeep's fuel system
12 cleaned.

13 86. The day after picking up the Jeep from the Chrysler dealership Mr. Kendrick
14 and his wife experienced the same trouble getting the car to start. They immediately
15 contacted the dealership but they were told the problems would dissipate as the fuel
16 worked through the system. The dealership also advised them not to use cheap gas.

17 87. Later that month, when their Jeep was parked in their garage Mr. Kendrick
18 noticed the fuel pump continuing to run. When Mr. Kendrick tried to start the vehicle he
19 discovered the battery had drained. Mr. Kendrick had the Jeep towed to the Tate Branch
20 Chrysler dealership in Carlsbad, New Mexico. The service manager at the dealership told
21 Mr. Kendrick that he knew of the TIPM problem and recently had another vehicle in the
22 shop for the same problem.

23 88. Mr. Kendrick borrowed a car from his daughter in-law while his Jeep was at
24 the Chrysler dealership for diagnosis and repair because his warranty would only cover a
25 one-day rental car. The dealership informed Mr. Kendrick that the TIPM was on national
26 backorder and did not know when it would receive the part. While Mr. Kendrick was
27 waiting for the repair he contacted Chrysler customer care about expediting the part. Mr.
28 Kendrick's TIPM was repaired after ten days.

1 89. Mr. Kendrick paid a \$50.00 deductible under his extended warranty for the
2 TIPM repair and paid approximately \$345.00 to replace the battery drained by the
3 malfunctioning TIPM. Mr. Kendrick does not know if the new TIPM is an upgraded part
4 or is similarly defective, and is concerned about the future reliability of his Jeep.

5 **Chrysler Has Exclusive Knowledge of the TIPM Defect and Refuses to Recall**
6 **Impacted Vehicles**

7 90. Chrysler has long known that it equipped Class Vehicles with defective
8 TIPMs. Chrysler has exclusive access to information about the TIPM defect through its
9 dealerships, pre-release testing data, warranty data, customer complaint data, and
10 replacement part sales data, among other sources of aggregate information about the
11 problem. In contrast, the TIPM defect was not known or reasonably discoverable by the
12 Plaintiffs and Class members prior to purchase and without experiencing the defect first
13 hand and exposing themselves to an unreasonable safety risk.

14 91. Despite the pervasive failures of the TIPM in the Class Vehicles, Chrysler
15 has not issued a recall, nor has Chrysler acknowledged that the TIPM is defective or
16 notified current owners and lessees of the potential safety risks in operating a vehicle
17 with a defective TIPM.

18 92. Chrysler has not compensated consumers for the losses that have resulted
19 from the defect nor has Chrysler made it clear to consumers forced to replace the TIPM
20 whether the replacement is an upgraded part or just another defective TIPM.

21 93. Chrysler knew that potential car buyers and lessees would deem the defect
22 in the TIPM to be material such that reasonable consumers who knew of the defect either
23 would have paid less for the Class Vehicles or would not have purchased or leased a
24 Class Vehicle at all.

25 94. As a result of Chrysler's practices, Plaintiffs and Class members purchased
26 vehicles they otherwise would not have purchased, paid more for those vehicles than they
27 would have paid, were subjected to an unreasonable risk to their safety, and paid, and will
28

1 continue to pay, repair costs and out-of-pocket costs for alternative transportation as a
2 result of the TIPM defect and the long waiting time for replacement parts.

3 95. The TIPM defect has resulted in several thousand consumers incurring
4 substantial expenses they could not and would not have expected to pay when they
5 purchased the Class Vehicles, including the high cost of repair, the costs of making
6 unnecessary repairs, and the additional expense of securing alternative transportation
7 while waiting for the backordered TIPM.

8 **CLASS ACTION ALLEGATIONS**

9 96. Plaintiffs bring this action on behalf of themselves and a class of persons
10 initially defined as follows:

11 All persons in the United States who purchased or leased Class Vehicles
12 installed with the TIPM, or, alternatively, all persons in California,
13 Maryland, Florida, Massachusetts, New Jersey, and New Mexico who
14 purchased or leased Class Vehicles installed with the TIPM.

15 97. Excluded from the Class are Chrysler and Chrysler Group, LLC; any
16 affiliate, parent, or subsidiary of Chrysler or Chrysler Group, LLC; any entity in which
17 Chrysler or Chrysler Group, LLC, has a controlling interest; any officer, director, or
18 employee of Chrysler or Chrysler Group, LLC; any successor or assign Chrysler or
19 Chrysler Group, LLC; anyone employed by counsel for Plaintiffs in this action; any
20 Judge to whom this case is assigned as well as his or her immediate family and staff; and
21 anyone who purchased a Class Vehicle for the purpose of resale.

22 98. This action has been brought and may properly be maintained on behalf of
23 the Class proposed above under the criteria of Federal Rule of Civil Procedure Rule 23.

24 99. Numerosity. Members of the Class are so numerous that their individual
25 joinder herein is impracticable. Hundreds of thousands of Class Vehicles have been sold
26 or leased in the United States. Class members may be notified of the pendency of this
27 action by mail, supplemented (if deemed necessary or appropriate by the Court) by
28 published notice.

1 100. Existence and predominance of common questions. Common questions of
 2 law and fact exist as to all members of the Class and predominate over questions
 3 affecting only individual Class members. These common questions include the
 4 following:

- 5 a. Whether Class Vehicles suffer from the TIPM defect;
- 6 b. Whether the TIPM defect creates an unreasonable safety risk;
- 7 c. Whether Chrysler knew or should have known about the safety risks
 8 created by the TIPM prior to the sale of Class Vehicles;
- 9 d. Whether the safety risks created by the TIPM are material facts;
- 10 e. Whether Chrysler has a duty to disclose the defective nature of the
 11 TIPM to Plaintiffs and the Class;
- 12 f. Whether Chrysler has violated California's Consumers Legal
 13 Remedies Act, Civ. Code §1750, *et seq.*, as alleged;
- 14 g. Whether Chrysler has engaged in unlawful, unfair, or fraudulent
 15 business practices in violation of California Business and Professions
 16 Code § 17200 *et seq.*, as alleged;
- 17 h. Whether Chrysler has violated the Maryland, Massachusetts, Florida,
 18 New Jersey, and New Mexico Consumer Protection Acts as alleged;
- 19 i. Whether Chrysler breached its express emissions warranties by
 20 refusing to provide warranty coverage for the defect;
- 21 j. Whether Chrysler breached its implied warranties by refusing to
 22 provide warranty coverage for the defect;
- 23 k. Whether Plaintiffs and the other Class members are entitled to
 24 equitable relief, including but not limited to restitution or a
 25 preliminary and/or permanent injunction; and
- 26 l. Whether Plaintiffs and the other Class members are entitled to
 27 damages and other monetary relief as alleged.
- 28

1 101. Typicality. Plaintiffs' claims are typical of the claims of the Class, because,
2 among other things, Plaintiffs purchased Class Vehicles, which contain the same
3 defective TIPM found in all other Class Vehicles.

4 102. Adequacy. Plaintiffs are adequate representatives of the Class because their
5 interests do not conflict with the interests of the members of the Class they seek to
6 represent. Plaintiffs have retained counsel competent and experienced in complex class
7 action litigation, and Plaintiffs intend to prosecute this action vigorously. The interests of
8 members of the Class will be fairly and adequately protected by Plaintiffs and their
9 counsel.

10 103. Superiority. The class action is superior to other available means for the fair
11 and efficient adjudication of this dispute. The injury suffered by each Class member,
12 while meaningful on an individual basis, is not of such magnitude as to make the
13 prosecution of individual actions against Chrysler economically feasible. Even if Class
14 members themselves could afford such individualized litigation, the court system could
15 not. In addition to the burden and expense of managing many actions arising from the
16 TIPM defect, individualized litigation presents a potential for inconsistent or
17 contradictory judgments. Individualized litigation increases the delay and expense to all
18 parties and the court system presented by the legal and factual issues of the case. By
19 contrast, the class action device presents far fewer management difficulties and provides
20 the benefits of single adjudication, economy of scale, and comprehensive supervision by
21 a single court.

22 104. In the alternative, the Class may be certified because:

- 23 a. the prosecution of separate actions by the individual members of the
24 Class would create a risk of inconsistent or varying adjudication with
25 respect to individual Class members which would establish
26 incompatible standards of conduct for Chrysler;
27 b. the prosecution of separate actions by individual Class members
28 would create a risk of adjudications with respect to them which

would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and

c. Chrysler has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final and injunctive relief with respect to the members of the Class as a whole.

FIRST CAUSE OF ACTION
**(Violation of the Consumers Legal Remedies Act,
 Cal. Civ. Code. §§ 1750, *et seq.*)**

105. Plaintiffs Ray and Lightfoot, on behalf of themselves and all others similarly situated, reallege as if fully set forth, each and every allegation set forth herein.

106. Chrysler is “person” within the meaning of Civil Code sections 1761(c) and 1770, and provided “goods” within the meaning of California Civil Code section 1761(b) and 1770.

107. Plaintiffs and members of the class are “consumers” within the meaning of Civil Code section 1761(d) and 1770, and have engaged in a “transaction” within the meaning of Civil Code section 1761(e) and 1770.

108. As set forth herein, Chrysler’s acts and practices, undertaken in transactions intended to result and which did result in the sale or lease of Class Vehicles, violate Section 1770 of the Consumers Legal Remedies Act in that: (a) Chrysler represents that its goods have sponsorship, approval, characteristics, uses or benefits which they do not have; (b) Chrysler advertises its goods with intent not to sell them as advertised; (c) Chrysler represents that a transaction confers or involves rights, remedies, or obligations which it does not have or involve; and (d) Chrysler represents that its goods have been supplied in accordance with a previous representation when they have not.

109. The acts and practices engaged in by Chrysler that violate the Consumers Legal Remedies Act include failing to disclose, at the point of sale or otherwise, that the TIPM is defective and poses a safety hazard.

110. Had Chrysler adequately disclosed information about the defective TIPM, Plaintiffs, Class members, and a reasonable consumer would not have purchased, and/or would have paid less for their Class Vehicles.

111. Pursuant to the provision of California Civil Code § 1780, Plaintiffs seek an order enjoining Chrysler from the unlawful practices described herein, a declaration that Chrysler's conduct violates the Consumers Legal Remedies Act, and attorneys' fees and costs of litigation.

SECOND CAUSE OF ACTION

(For unlawful, unfair, and fraudulent business practices under Business and Professions Code § 17200 *et seq.*)

112. Plaintiffs Ray and Lightfoot, on behalf of themselves and all others similarly situated, reallege as if fully set forth, each and every allegation set forth herein.

113. Chrysler's acts and practices, as alleged in this complaint, constitute unlawful, unfair and/or fraudulent business practices, in violation of the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*

114. The business practices engaged in by Chrysler that violate the Unfair Competition Law include failing to disclose, at the point of sale or otherwise, that the TIPM is defective and poses a safety hazard.

115. Chrysler engaged in unlawful business practices by violating the Consumers Legal Remedies Act, Civil Code sections 1750 *et seq.*, the Magnuson-Moss Warranty Act, 15 U.S.C 2301(3), and Title 13, Cal. Code of Regulations § 2037.

116. Chrysler engaged in unfair business practices by, among other things:

117. Engaging in conduct where the utility of that conduct is outweighed by the gravity of the consequences to Plaintiffs and other members of the class;

118. Engaging in conduct that is immoral, unethical, oppressive, unscrupulous, or substantially injurious to Plaintiffs and other members of the class; and

119. Engaging in conduct that undermines or violates the stated policies underlying the CLRA, which seeks to protect consumers against unfair and sharp

1 business practices and to promote a basic level of honesty and reliability in the
2 marketplace.

3 120. Chrysler engaged in fraudulent business practices by engaging in conduct
4 that was and is likely to deceive a reasonable consumer.

5 121. As a direct and proximate result of Chrysler's unlawful, unfair and
6 fraudulent business practices as alleged herein, Plaintiffs Ray and Lightfoot and Class
7 members have suffered injury in fact and lost money or property, in that they purchased
8 Class Vehicles they otherwise would not have, paid more for Class Vehicles than they
9 otherwise would, paid for TIPM diagnoses, repairs, and replacements, and/or rental cars,
10 and are left with Class Vehicles of diminished value and utility because of the defect.
11 Meanwhile, Chrysler has sold more Class Vehicles than it otherwise could have and
12 charged inflated prices for Class Vehicles, unjustly enriching itself thereby.

13 122. Plaintiffs and Class members are entitled to equitable relief, including
14 restitutionary disgorgement of all profits accruing to Chrysler because of its unlawful,
15 unfair and fraudulent, and deceptive practices, attorneys' fees and costs, declaratory
16 relief, and a permanent injunction enjoining Chrysler from its unlawful, unfair, fraudulent
17 and deceitful activity.

18 **THIRD CAUSE OF ACTION**

19 **(Violation of the Maryland Consumer Protection Act, 20 Md. Code Com. Law § 13-101, *et seq.*)**

21 123. Plaintiffs White and Young, on behalf of themselves and all others similarly
22 situated, reallege as if fully set forth, each and every allegation set forth herein.

23 124. Plaintiffs White and Young are "persons" within the meaning of the
24 Maryland Consumer Protection Act for all purposes therein.

25 125. Chrysler is a "person" within the meaning of the Maryland Consumer
26 Protection Act.

27 126. All of the conduct alleged herein occurred in the course of Chrysler's
28 business and is part of a pattern or generalized course of conduct.

127. By failing to disclose, at the point of sale or otherwise, that the TIPM in

1 Class Vehicles is defective and poses a safety hazard, Chrysler has violated the Maryland
2 Consumer Protection Act.

3 128. Plaintiffs White and Young and the Class were injured by Chrysler's
4 conduct. As a direct and proximate cause of Chrysler's unfair methods of competition
5 and unfair and deceptive acts or practices, Plaintiffs White and Young and the Class have
6 suffered actual economic losses.

7 129. Pursuant to Md. Code Com. Law § 13-408, Plaintiffs White and Young and
8 the other Class members make claims for damages and attorneys' fees.

9 **FOURTH CAUSE OF ACTION**

10 **(Violation of the Florida Deceptive and Unfair Trade Practices Act, 11 Fla. Stat. § 501.201, *et seq.*)**

12 130. Plaintiff Light, on behalf of himself and all others similarly situated,
13 realleges as if fully set forth, each and every allegation set forth herein.

14 131. The purpose of the Florida Deceptive and Unfair Trade Practices Act, Fla.
15 Stat. § 501.201 *et seq.*, is to "protect the consuming public...from those who engage in
16 unfair methods of competition, or unconscionable, deceptive or unfair acts or practice in
17 the conduct of any trade or commerce." Fla. Stat. § 501.202(2).

18 132. Plaintiff Light and the other Class members are "consumers" within the
19 meaning of Fla. Stat. § 501.203(7).

20 133. At all relevant times, Chrysler was engaged in trade or commerce within the
21 meaning of Fla. Stat. § 501.203(8).

22 134. Chrysler has violated the Act by engaging in the unfair and deceptive
23 practices as described herein which offend public polices and are immoral, unethical,
24 unscrupulous and substantially injurious to consumers.

25 135. Chrysler's violation of Florida's Deceptive and Unfair Trade Practices Act
26 includes, failing to disclose, at the point of sale or otherwise, that the TIPM in Class
27 Vehicles is defective and poses a safety hazard.

28 136. Plaintiff and other members of the Class have been aggrieved by Chrysler's
unfair and deceptive practices in that they purchased or leased defective Class Vehicles.

137. The damages suffered by Plaintiff and the Class members were directly and proximately caused by the unfair and deceptive practices of Chrysler, as more fully described herein.

138. Pursuant to Fla. Stat. §501.211(1), Plaintiff Light and the other Class members seek a declaratory judgment and court order enjoining the above-described wrongful acts and practices of Chrysler and for restitution and disgorgement.

139. Pursuant to Fla. Stat. §501.211(2) and 501.2105, Plaintiff Light and the other Class members make claims for damages, attorneys' fees, and costs.

FIFTH CAUSE OF ACTION

(Violations of Massachusetts' Consumer Protection Act, Mass. Gen Laws, ch. 93A, *et seq.*)

140. Plaintiff Soule, on behalf of himself and all others similarly situated, realleges as if fully set forth, each and every allegation set forth herein.

141. Mass. Gen. Laws ch. 93A § 2 provides that "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

142. At all relevant times, Chrysler was engaged in commerce within the meaning of Mass. Gen. Laws, ch. 93A.

143. As alleged more fully herein, Chrysler has violated Mass. Gen. Laws, ch. 93A in that it used unconscionable business practices, including the failure to disclose, at the point of sale or otherwise, that the TIPM in Class Vehicles is defective and poses a safety hazard.

144. Chrysler's practices also violate the Mass Gen. Laws ch. 111 § 142k, *et seq.* and the Magnuson-Moss Warranty Act, 15 U.S.C 2301(3).

145. Pursuant to Mass. Gen. Laws ch 93A § 9, Plaintiff Soule and the other Class Members seek a declaratory judgment and court order enjoining the above-described wrongful acts and practices of Chrysler, for restitution and disgorgement.

146. Plaintiff and members of the Class will be irreparably harmed and/or denied an effective and complete remedy if such an order is not granted.

147. The unfair and deceptive practices of Chrysler, as described herein, present a serious threat to Plaintiff and members of the Class.

148. Plaintiff made a demand for relief, in writing, to Chrysler at least thirty (30) days prior to filing this amended complaint, as required by Mass. Gen. Laws Ch. 93A, § 9.

149. Based on the foregoing, Plaintiff and the other members of the Class are entitled to all remedies available pursuant to Mass. Gen. Laws ch. 93A including, but not limited to, refunds, actual damages, or statutory damages in the amount of 25 dollars per violation, whichever is greater, double or treble damages, attorneys' fees and other reasonable costs.

SIXTH CAUSE OF ACTION

(Violations of New Jersey Consumer Fraud Act, N.J. Stat. §56:8-1, *et seq.*)

150. Plaintiff Melville, on behalf of himself and all others similarly situated, realleges as if fully set forth, each and every allegation set forth herein.

151. Class Vehicles are “merchandise” under N.J. Stat. § 56:8-1(c).

152. Chrysler is a “person” under N.J. Stat. § 56:8-1(d).

153. Class members' purchase and leases of Class Vehicles are "sales" under N.J. Stat. § 56:8-1(e).

154. Chrysler's conduct, as alleged herein, violated the New Jersey Consumer Fraud Act, N.J. Stat. 56:8-2, in that it used an unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of a material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of merchandise or Chrysler's subsequent performance.

155. Chrysler knowingly concealed, suppressed, or omitted the material fact from Class members that the Class Vehicles' suffers from a TIPM defect which poses a safety risk for consumers and the general public.

156. Chrysler further knowingly concealed, suppressed, or omitted that the TIPM

1 is an emissions related part covered under an emissions warranty that Chrysler is
2 obligated to provide under New Jersey law.

3 157. Chrysler's conduct as alleged herein is an unfair business practice in that
4 many consumers are unaware of the Emissions Related warranty required by New Jersey
5 law. Chrysler has benefited and continues to benefit from Class members' payments for
6 repairs that, unbeknownst to them, are covered by Chrysler's Emissions-related warranty.

7 158. As a direct and proximate cause of Chrysler's misconduct, Plaintiff and
8 other Class members have suffered ascertainable loss of money or property in that,
9 among other things: (a) they have paid for repairs that should have been covered by
10 Chrysler's Emissions-related Warranty; (b) they have paid for extended warranties that
11 they would not have otherwise purchased had they known of the Emissions-related
12 Warranty; and (c) they purchased Class Vehicles they otherwise would not have, paid
13 more for Class Vehicles than they otherwise would, paid for TIPM diagnoses, repairs,
14 and replacements, and/or rental cars, and are left with Class Vehicles of diminished value
15 and utility because of the defect.

16 SEVENTH CAUSE OF ACTION

17 **(Violations of New Mexico Unfair Practices Act, N.M. Stat. §§ 57-12-1, *et seq.*)**

18 159. Plaintiff Donald Kendrick, on behalf of himself and all others similarly
19 situated, realleges as if fully set forth, each and every allegation set forth herein.

20 160. The New Mexico Unfair Practices Act declares unlawful unfair or deceptive
21 practices and unconscionable trade practices in the conduct of any trade or commerce.

22 161. Chrysler is a "person" engaged in "trade" and/or "commerce" under N.M.
23 Stat. § 57-12-1(A), (C). Chrysler's conduct is part of a pattern or generalized conduct
24 that is still perpetuated and repeated, both in New Mexico and nationwide.

25 162. Chrysler's use of unfair and deceptive acts and practices was willful and
26 knowing.

27 163. Chrysler's conduct, as alleged herein, constitutes an unfair or deceptive
28 trade practice, by:

- 1 a. Representing that goods or services have characteristics, uses or
- 2 benefits that they do not have;
- 3 b. Representing that goods or services are of a particular standard,
- 4 quality or grade or that goods are of a particular type or model if they
- 5 are of another; and/or
- 6 c. Using exaggeration, innuendo or ambiguity as to a material fact or
- 7 failing to state a material fact that deceives or tends to deceive.

8 164. Chrysler's conduct, as alleged herein, constitutes an unconscionable trade
9 practice, in that Chrysler's practices:

- 10 a. Takes advantage of the lack of knowledge, ability, experience or
- 11 capacity of a person to a grossly unfair degree; and/or
- 12 b. Results in a gross disparity between the value received by a person
- 13 and the price paid.

14 165. Plaintiff is entitled to damages in the amount of three times their actual
15 damages or \$300 (whichever is greater), and the Class members are entitled to damages
16 in an amount equal to their actual damages. Plaintiff and the Class members are also
17 entitled to equitable relief, including restitution, attorneys' fees and costs, declaratory
18 relief and a permanent injunction enjoining Chrysler from its unfair and deceptive
19 practices.

20 EIGHTH CAUSE OF ACTION

21 **(Violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*)**

22 166. Plaintiff Soule, on behalf of himself and all others similarly situated,
23 realleges as if fully set forth, each and every allegation set forth herein.

24 167. Plaintiff Soule and the other Class Members are "consumers" within the
25 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C 2301(3).

26 168. Chrysler is a "supplier" and "warrantor" within the meaning of sections
27 2301(4)-(5).

28 169. The Class Vehicles are "consumer products" within the meaning of section

1 2301(1).

2 170. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is
3 damaged by the failure of a warrantor to comply with a written or implied warranty.

4 171. Chrysler's Emission-related Defects Warranty is a "written warranty" within
5 the meaning of section 2301(6). Chrysler's Vehicles' implied warranties are covered
6 under 15 U.S.C. § 2301(7).

7 172. Chrysler breached the Emissions-related Defects warranty by:

- 8 a. Extending, per its legal obligation, the California Emissions-related
9 Defects Warranty, thereby warranting to repair or replace any parts
10 covered under that warranty at no cost to the owner or lessee;
11 b. Selling and leasing Class Vehicles with defective TIPMs, which are
12 emissions-related parts, requiring repair or replacement within the
13 warranty period; and
14 c. Refusing to honor the express warranty by repairing or replacing, free
15 of charge, the TIPM or any of its component parts and instead
16 charging for repair and replacement parts.

17 173. Chrysler's breach of the Emissions-related Defects Warranty has deprived
18 Plaintiff and the other Class Members of the benefit of their bargain.

19 174. Chrysler breached the implied warranties by equipping Class Vehicles with
20 a defective TIPM, which poses an unreasonable safety risk to drivers and the general
21 public.

22 175. Plaintiff and each of the other Class members have had sufficient direct
23 dealings with either Chrysler or its agents (dealerships) to establish privity of contract
24 between Chrysler, on the one hand, and Plaintiffs and the other Class members, on the
25 other hand.

26 176. Plaintiff and the other Class members are intended third-party beneficiaries
27 of contracts between Chrysler and its dealers, and specifically, of Chrysler's implied
28 warranties. Chrysler dealerships are not intended to be the ultimate consumers of the

1 Chrysler vehicles and have no rights under the warranty agreements provided with the
2 Chrysler Vehicles; the warranty agreements were designed for and intended to benefit the
3 consumers only.

4 177. The amount in controversy of the Plaintiff's individual claims meets or
5 exceeds the sum or value of \$25. In addition, the amount in controversy meets or
6 exceeds the sum or value of \$50,000 (exclusive of interests and costs) computed on the
7 basis of all claims to be determined in this suit.

8 178. Chrysler has been afforded reasonable opportunity to cure its breach of
9 written and implied warranty, including when Class Members brought their vehicles in
10 for diagnosis and repair of secondary electrical issues caused by the Class Vehicles'
11 defective TIPMs.

12 179. Resorting to any informal dispute settlement procedure and/or affording
13 Chrysler another opportunity to cure these breaches of warranties is unnecessary and/or
14 futile. Any remedies available through any informal dispute settlement procedure would
15 be inadequate under the circumstances, as Chrysler has failed to remedy the TIPM
16 problem with the Class Vehicles, and, as such, have indicated no desire to participate in
17 such a process at this time. Any requirement under the MMWA or otherwise that
18 Plaintiffs resort to any informal dispute settlement procedure and/or afford Chrysler a
19 reasonable opportunity to cure the breach of warranties described above is excused and/or
20 has been satisfied.

21 180. As a direct and proximate cause of Chrysler's breach of written and implied
22 warranties, Plaintiff and Class members sustained damages and other losses in an amount
23 to be determined at trial. Chrysler's conduct damaged Plaintiff and Class members, who
24 are entitled to recover damages, consequential damages, specific performance,
25 diminution in value, costs, attorneys' fees, rescission, and/or other relief as appropriate.

26 181. Pursuant to the provisions of 15 U.S.C. § 2310(e), on November 1, 2013,
27 Plaintiff Soule sent notice to Chrysler's principle place of business and registered agent
28 for service to provide it with reasonable opportunity to correct its business practices and

1 cure its breach of warranties under the MMWA. Chrysler received the notice on
2 November 7, 2013. Chrysler has not cured the breach of warranties described above.

3 NINTH CAUSE OF ACTION

4 (Violations of the California Song-Beverly Consumer Warranty Act, 5 Cal. Civ. Code §§ 1790, *et seq.*)

6 182. Plaintiffs Ray and Lightfoot, on behalf of themselves and all others similarly
7 situated, reallege as if fully set forth, each and every allegation set forth herein.

8 183. Class Vehicles are “consumer goods” under Cal. Civil Code § 1791(a).

9 184. Plaintiffs Ray and Lightfoot, and other members of the Class, are “buyers” or
10 “retail buyers” under Cal. Civil Code § 1791(b).

11 185. Chrysler is a “distributor,” “manufacturer,” and/or “retail seller” under Cal.
12 Civil Code §§ 1791(e), (j), and (l). Chrysler knew or had reason to know of the specific
13 use for which the Class Vehicles were purchased.

14 186. Chrysler provided Plaintiffs and Class members with an implied warranty
15 that Class Vehicles and any parts thereof are merchantable and fit for the ordinary
16 purposes for which they are sold. However, the Class Vehicles are not fit for their
17 ordinary purpose of providing reasonably reliable and safe transportation because, among
18 other things, the Class Vehicles suffer from a TIPM defect that causes Class Vehicles to
19 fail to reliably start and can put the lives of its occupants, other motorists, and pedestrians
20 at risk.

21 187. Chrysler impliedly warranted that the Class Vehicles were of a merchantable
22 quality and fit for such use. This implied warranty included, among other things: (1) a
23 warranty that Class Vehicles and their TIPMs were manufactured, supplied, distributed,
24 and/or sold by Chrysler were safe and reliable for providing transportation; and (2) a
25 warranty that the Class Vehicles and their TIPM would be fit for their intended use while
26 the Class Vehicles were being operated.

27 188. Contrary to the applicable implied warranties, the Class Vehicles and their
28 TIPMs at the time of sale and thereafter were not fit for their ordinary and intended
purpose of providing Plaintiffs and the Class Members with reliable, durable, and safe

1 transportation. Instead, the Class Vehicles are defective, including but not limited to the
2 defective design and manufacture of their TIPM.

3 189. Chrysler's actions, as complained herein, breached the implied warranty that
4 the Class Vehicles were of merchantable quality and fit for such use in violation of
5 California Code §§ 1792 and 1791.1.

6 **TENTH CAUSE OF ACTION**

7 **(Violations of Various States' Express Warranty Statutes)**

8 190. Plaintiffs, on behalf of themselves and all others similarly situated, reallege
9 as if fully set forth, each and every allegation set forth herein.

10 191. Plaintiffs bring this action on behalf of themselves and on behalf of
11 Statewide subclasses against Chrysler, under the express warranty statutes of the states in
12 which they purchased the Class Vehicles.

13 192. Chrysler provided all purchasers and lessees of the Class Vehicles in
14 California, New Jersey, New Mexico, Maryland and Massachusetts with the express
15 warranty described hererin, which became part of the basis of the bargain. Accordingly,
16 Chrysler's express warranty is an express warranty under state law express warranty
17 statutes referred to herein.

18 193. The TIPM and its component parts, were manufactured and/or installed
19 and/or distributed by Chrysler in the Class Vehicles and are covered by the express
20 warranty.

21 194. Chrysler breach the express warranty by:

- 22 a. Extending, per its legal obligation, the California Emissions-related
- 23 Defects Warranty, thereby warranting to repair or replace any
- 24 emissions-related parts covered under that warranty at no cost to the
- 25 owner or lessee;
- 26 b. Selling and leasing Class Vehicles with defective TIPMs, an
- 27 emissions related part, requiring repair or replacement within the
- 28 warranty period; and

1 c. Refusing to honor the express warranty by repairing or replacing, free
2 of charge, the TIPM or any of its component parts and instead
3 charging for repair and replacement parts.

4 195. Plaintiffs notified Chrysler of the breach within a reasonable time, and/or
5 were not required to do so because affording Chrysler a reasonable opportunity to cure its
6 breach of written warranty would have been futile. Chrysler was also on notice of the
7 TIPM defect from the complaints and service requests it received from Class Members,
8 from repairs and/or replacements of the TIPM or a component thereof, and through its
9 own maintenance records.

10 196. As a direct and proximate cause of Chrysler's breach, Plaintiffs and the other
11 Class Members have suffered damages and continue to suffer damages, including
12 economic damages at the point of sale or lease, *i.e.*, the difference between the value of
13 the vehicle as promised and the value of the vehicle as delivered. Additionally, Plaintiffs
14 and the other Class Members either have incurred or will incur economic damages in the
15 form of out-pocket costs for the repair.

16 197. Plaintiffs and the other Class members are entitled to legal and equitable
17 relief against Chrysler, including damages, consequential damages, specific performance,
18 attorneys' fees, costs of suit, and other relief as appropriate.

19 198. Chrysler's practices, as alleged, were and are in violation of Cal.
20 Commercial Code § 2313.

21 199. Chrysler's practices as alleged, were and are in violation of Md. Code Ann.,
22 Com. Law § 2-313.

23 200. Chrysler's practices as alleged, were and are in violation of N.J. Stat. Ann.
24 §12A:2-313.

25 201. Chrysler's practices as alleged, were and are in violation of Mass. Gen.
26 Laws Ann., ch. 106, § 2-313.

27 202. Chrysler's practices as alleged, were and are in violation of N.M. Stat. Ann.
28 § 55-2-313

ELEVENTH CAUSE OF ACTION

**(Violations of Various States' Implied Warranty Statutes
other than California and Florida)**

203. Plaintiffs, on behalf of themselves and all others similarly situated, reallege as if fully set forth, each and every allegation set forth herein.

204. Plaintiffs bring this action on behalf of themselves and on behalf of Statewide subclasses against Chrysler, under the implied warranty statutes of the states in which they purchased the Class Vehicles.

205. Chrysler was at all relevant times the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Chrysler knew or had reason to know of the specific use for which the Class Vehicles were purchased.

206. Chrysler provided Plaintiffs and the Class members with an implied warranty that the Class Vehicles and any parts thereof are merchantable and fit for the ordinary purposes for which they are sold. However, the Class Vehicles are not fit for their ordinary purpose of providing reasonably reliable and safe transportation because, among other things, the Class Vehicles suffer from a TIPM defect that causes Class Vehicles to fail to reliably start and can put the lives of its occupants, other motorists and pedestrians at risk.

207. Chrysler impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (1) a warranty that the Class Vehicles and their TIPM were manufactured, supplied, distributed, and/or sold by Chrysler were safe and reliable for providing transportation; and (2) a warranty that the Class Vehicles and their TIPM would be fit for their intended use while the Class Vehicles were being operated.

208. Contrary to the applicable implied warranties, the Class Vehicles and their TIPM at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiffs and the Class Members with reliable, durable, and safe transportation, including, but not limited to, the defective design and manufacture of the TIPM.

209. Chrysler's practices, as alleged, were and are in violation of Md. Code Ann.,
Com. Law §2-314.

210. Chrysler's practices, as alleged, were and are in violation of Mass. Gen.
Laws Ann., ch. 106, § 2-314.

211. Chrysler's practices, as alleged, were and are in violation of, N.J. Stat. Ann.
§ 12A:2-314.

212. Chrysler's practices, as alleged were and are in violation, of N.M. Stat. Ann.
§ 55-2-314.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on Plaintiffs' own behalf and on behalf of the Class,
pray for judgment as follows:

- a. For an order certifying the Plaintiff Class and appointing Plaintiffs and their
counsel to represent the Class;
- b. For an order awarding Plaintiffs and the members of the Class damages,
consequential damages, specific performance, and/or rescission;
- c. For an order awarding Plaintiffs and the members of the Class restitution, or
other equitable relief as the Court deems proper;
- d. For an order enjoining Chrysler from continuing to engage in unlawful
business practices as alleged herein;
- e. For an order awarding Plaintiffs and the members of the Class pre-judgment
and post-judgment interest;
- f. For an order awarding Plaintiffs and the members of the Class reasonable
attorneys' fees and costs of suit, including expert witness fees; and
- g. For an order awarding such other and further relief as this Court may deem
just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all claims so triable.

1 DATED: January 3, 2014

Respectfully submitted,

2 **GIRARD GIBBS LLP**

3
4 By: 

5 Eric H. Gibbs
6 Dylan Hughes
7 Caitlyn D. Finley
8 601 California Street, 14th Floor
9 San Francisco, California 94108
10 Telephone: (415) 981-4800
11 Facsimile: (415) 981-4846
12 ehg@girardgibbs.com
13 dsh@girardgibbs.com
14 cdf@girardgibbs.com

15 Todd M. Schneider
16 Joshua G. Konecky
17 **SCHNEIDER WALLACE COTTRELL**
18 **KONECKY LLP**
19 180 Montgomery Street, Suite 2000
20 San Francisco, California 94104
21 Telephone: (415) 421-7100
22 Facsimile: (415) 421-7105
23 tschneider@schneiderwallace.com
24 jkonecky@schneiderwallace.com

25 *Attorneys for Plaintiffs*